

Attorney's Docket No.: 14255-052US1

OFFICIAL COMMUNICATION FACSIMILE:

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OCT 27 2006

Number of pages including this page 17

Applicant : Erlander et al.
Serial No. : 10/507,932
Filed : January 9, 2006

Art Unit : Unknown
Examiner : Unknown

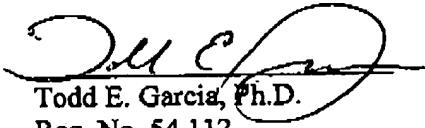
Title : Improved Nucleic Acid Amplification

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

A Revocation and New Power of Attorney dated **October 26, 2006** is attached.

Respectfully submitted,

Date: October 27, 2006


Todd E. Garcia, Ph.D.
Reg. No. 54,112

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Fax: (617) 542-8906

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Attorney's Docket No.: 14255-052US1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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OCT 27 2006

Applicant : Erlander et al. Art Unit : Unknown
Serial No. : 10/507,932 Examiner : Unknown
Filed : January 9, 2006 Conf. No. : 7099
Title : IMPROVED NUCLEIC ACID AMPLIFICATION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) MOLECULAR DEVICES CORPORATION, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are attached.

1. From Mark G. Erlander, Ranelle Salunga, Theresa Taylor, Liang You, and Steven T. Kunitake to Arcturus Bioscience, Inc., recorded in the Patent and Trademark Office at Reel 016978, Frame 0792 on January 5, 2006.

2. From Arcturus Bioscience, Inc. to Molecular Devices Corporation, as evidenced by the attached copy of Patent Assignment Agreement effective April 3, 2006.

Applicant : Erlander et al.
Serial No. : 10/507,932
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Page : 2 of 3

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The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

J. PETER FASSE
Registration No. 32,983

JANICE L. KUGLER
Registration No. 50,429

TODD E. GARCIA
Registration No. 54,112

JOHN W. FREEMAN
Registration No. 29,066

TIMOTHY A. FRENCH
Registration No. 30,175

JOHN F. HAYDEN
Registration No. 37,640

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

PTO Customer Number: 26161

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

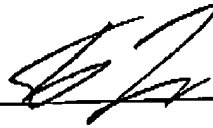
Applicant : Erlander et al.
Serial No. : 10/507,932
Filed : January 9, 2006
Page : 3 of 3

Attorney's Docket No.: 14255-052US1

Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 10/26/06



Todd French
Title: Director of Technology

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Facsimile: (617) 542-8906

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 06, 2006

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**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/05/2006

REEL/FRAME: 016978/0792
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 022041-000710US

ASSIGNOR:
ERLANDER, MARK G.

DOC DATE: 08/08/2005

ASSIGNOR:
SALUNGA, RANELLE

DOC DATE: 08/08/2005

ASSIGNOR:
TAYLOR, THERESA

DOC DATE: 12/02/2005

ASSIGNOR:
YOU, LIANG

DOC DATE: 12/28/2005

ASSIGNOR:
KUNITAKE, STEVEN T.

DOC DATE: 12/27/2005

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016978/0792 PAGE 2

ASSIGNEE:

ARCTURUS BIOSCIENCE, INC.
400 LOGUE AVENUE
MOUNTAIN VIEW, CALIFORNIA 94043

SERIAL NUMBER: 10507932

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

TITLE: IMPROVED NUCLEIC ACID AMPLIFICATION

SERIAL NUMBER: 60364492

FILING DATE: 03/15/2002

PATENT NUMBER:

ISSUE DATE:

TITLE: NUCLEIC ACID AMPLIFICATION

SERIAL NUMBER: 10507932

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

PCT NUMBER: US0307785

TITLE: IMPROVED NUCLEIC ACID AMPLIFICATION

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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Attorney Docket No.: 022041-000710US
022041-000700US
022041-000700PC

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, Mark G. Erlander of 750 Bair Island Road, Apt. 100, Redwood City, CA 94063; Ranelle Salunga of 2036-80 Coolidge Street, San Diego, CA 92111; Theresa Taylor of , Sunnyvale, CA 94086; Liang You of , San Francisco, CA 94122; and Steven T. Kunitake of 153 Exeter Avenue, San Carlos, CA 94070, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent, provisional patent application, and PCT application:

Title of Invention: IMPROVED NUCLEIC ACID AMPLIFICATION

Filing Date: September 15, 2004

Application No.: 10/507,932;

Title of Invention: IMPROVED NUCLEIC ACID AMPLIFICATION

Filing Date: March 14, 2003

Application No.: PCT/US2003/007785;

Title of Invention: NUCLEIC ACID AMPLIFICATION

Filing Date: March 15, 2002

Application No.: 60/364,492

WHEREAS, Arcturus Bioscience, Inc., located at 400 Logue Avenue, Mountain View, CA 94043-4019, hereinafter referred to as "ASSIGNEE," is desirous of acquiring an interest in the invention and applications and in any U.S. Letters Patent and Registrations, and/or non-U.S. Patent, which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and applications and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the applications as provided by the Paris Convention and Patent Cooperation Treaty (PCT). The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

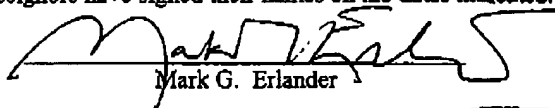
Assignment

Attorney Docket No.: 022041-000710US
022041-000700US
022041-000700PC

Page 2

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 8/8/05
Mark G. ErlanderDated: 8/8/05
Ranelle Salunga

Dated: _____

Theresa Taylor

Dated: _____

Liang You

Dated: _____

Steven T. Kunitake

60530073 v1

Assignment

Attorney Docket No.: 022041-000710US
022041-000700US
022041-000700PC

Page 2

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

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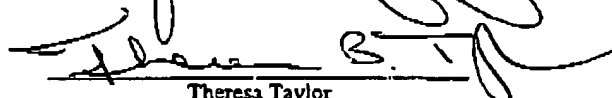
Dated: _____


Mark G. Erlander

Dated: _____


Ranelle Salunga

Dated: 12/2/05


Theresa Taylor

Dated: _____

Liang You

Dated: _____

Steven T. Kunitake

60530073 v1

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ARCTURUS

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ILSP: LANCER KOR. INBL.
8583506111

P3/3

Assignment

Attorney Docket No.: 022041-000710US
022041-000700US
022041-000700PC

Page 2

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IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: _____


Mark G. Erlander

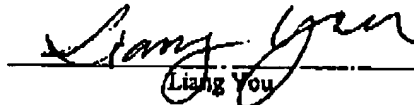
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Ranelle Salunga

Dated: _____

Theresa Taylor

Dated: 12/28/05


Liang You

Dated: _____

Steven T. Kunitake

60530073 v1

Assignment


Attorney Docket No.: 022041-000710US
022041-000700US
022041-000700PC

Page 2

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IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: _____


Mark G. Erlander

Dated: _____


Ranelle Salunga

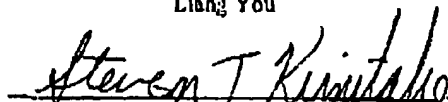
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Theresa Taylor

Dated: _____

Liang You

Dated: 12/27/05


Steven T. Kunitake

6053007J v1

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OCT 27 2006

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "**Agreement**") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("**Seller**"), and Molecular Devices Corporation, a Delaware corporation ("**Purchaser**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "**Asset Purchase Agreement**"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Patents (as defined below).

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in:

- (a) the patents and patent applications set forth on **Schedule I** hereto (collectively the "**Acquired Patents**");
- (b) any provisional or other right to recover damages, including royalties, for prior infringement of any Acquired Patent; and
- (c) any patents of the United States or other countries that may be granted for or on any patent application included in the Acquired Patents, including continuation, divisional, continuation-in-part, reissues, re-examinations and extensions of any such application or patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Purchaser, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this sale and assignment not been made.

Seller agrees and covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Patents to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, maintain, renew or register its rights, title and interests in and to the Acquired Patents, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce and/or defend (including interference proceedings) the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all

respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

The Seller hereby requests the Commissioner of Patents to issue the Acquired Patents of the United States to the Purchaser for the sole use and behalf of the Purchaser, its successors, legal representatives, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: 

Print Name: Timothy A. Harkness

Title: Chief Financial Officer,
Senior Vice President
Finance and Operations

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: _____

Print Name: _____

Title: _____

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: 

Print Name: A. SCHUH

Title: CEO

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

Schedule I

All of the patents, patent applications and patent rights that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records) for use in the Life Sciences Business, including the patents, patent applications and patent rights identified in this Schedule I, and any counterparts, reissues, reexaminations, divisions, extensions, continuations and continuations-in-part of, and any other patents issuing therefrom or claiming priority thereto, any of the foregoing, in each case in any jurisdiction in the world.

"Life Sciences Business" shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller's instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The "Life Sciences Business" expressly excludes Seller's business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. "Specified Product" shall mean Seller's products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® IIe LCM System, CapSure® LCM Caps, Paradise® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. "Records" shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

	Description	Jurisdiction	Registration / Application No.
140.	QUANTITATIVE IMMUNOHISTOCHEMISTRY (QIHC)	PCT	PCT/US 02/05746
141.	QUANTITATIVE IMMUNOHISTOCHEMISTRY (QIHC)	US	10/080435
142.	IMPROVED NUCLEIC ACID AMPLIFICATION	CA	2477670
143.	IMPROVED NUCLEIC ACID AMPLIFICATION	EP	03716546.1
144.	IMPROVED NUCLEIC ACID AMPLIFICATION	PCT	PCT/US03/07785
145.	NUCLEIC ACID AMPLIFICATION	US	60/364492
146.	NUCLEIC ACID AMPLIFICATION	US	10/507932
147.	PRESERVATION OF RNA QUALITY AND CONTENT IN TISSUE SECTIONS DURING IMMUNOHISTOCHEMISTRY	US	60/405497
148.	PRESERVATION OF RNA QUALITY AND CONTENT IN TISSUE SECTIONS DURING IMMUNOHISTOCHEMISTRY	CA	2495208
149.	PRESERVATION OF RNA QUALITY AND CONTENT IN TISSUE SECTIONS DURING IMMUNOHISTOCHEMISTRY	EP	03793394.2
150.	PRESERVATION OF RNA QUALITY AND CONTENT IN TISSUE SECTIONS DURING IMMUNOHISTOCHEMISTRY	PCT	PCT/US03/26621
151.	PRESERVATION OF RNA QUALITY AND CONTENT IN TISSUE SECTIONS DURING IMMUNOHISTOCHEMISTRY	US	10/647031
152.	GLOBAL LINEAR NON-BIASED NUCLEIC ACID AMPLIFICATION	US	60/456825
153.	GLOBAL LINEAR NON-BIASED NUCLEIC ACID AMPLIFICATION	EP	04757932.1
154.	GLOBAL LINEAR NON-BIASED NUCLEIC ACID AMPLIFICATION	JP	Japanese Patent Application derived from International Application PCT/US/04/08553
155.	GLOBAL LINEAR NON-BIASED NUCLEIC ACID AMPLIFICATION	PCT	PCT/US04/08553